



REQUEST FOR QUOTATION # 19-06 ELECTRICAL REPAIR SERVICE

Monterey-Salinas Transit (MST) is requesting proposal quotations from businesses interested in providing periodic electrical repair services at its operations and maintenance locations, The Albert Division at One Ryan Ranch Road, Monterey, and the Wright Division at 443 Victor Way, Salinas, and at the Salinas Transit Center, at 110 Salinas Street, Salinas and at the Marina Transit Station, at 280 Reservation Road, Marina California.

The deadline for submission is 5:00 p.m., Pacific Standard Time, Monday, September 10, 2018. Quotations received after that date and time shall be returned without being considered.

Quotations shall remain in effect for ninety days (90) from the submission date deadline. MST reserves the right to reject any and all quotations.

The vender selected must be a licensed electrical contractor, and have valid business, automobile, and workers' compensation insurance in effect.

SCOPE OF WORK

MST periodically has a need for electrical repair services on an on-call basis for emergency and routine electrical problems. Contractor should be available twenty-four hours a day for service calls. Supplier selected must have the capability to repair parking lot "street" lights approximately forty (40) feet tall.

Typical repairs include but are not limited to:

- a. Outdoor lighting repair and/or bulb replacement
- b. Electrical outlet/switch repair

- c. Repairs to small electrical appliances.
- d. Low Voltage wiring, equipment set up, door access hardware install
- e. Power distribution, new circuit installs, conduit and wire pulling.
- f. Camera systems hardware installs
- g. Generator, Transfer switch install
- h. Intercom, Gate release hardware install
- i. High & Low voltage power to Maintenance Buildings, Customer Service Centers, Bus wash, Fuel sland.
- j. Must be able to support all of our facilities from Monterey to Salinas. 4 Customer service centers, 2 maintenance & operations facilities, 1 Headquarters building.

INSTRUCTION TO PROPOSER:

1. Number of year's firm has been in the electrical repair business.
2. Listing of name, address and telephone number of at least three customers your firm has provided electrical repair services to for at least a year, similar in nature to that being requested by MST.
3. Whether or not the firm is registered with the State of California as a Disadvantaged Business Enterprise (DBE), Minority Owned Business (MBE) or as a Women-owned Business (WBE).
4. Disadvantaged Business Enterprise (DBE) Goal and Contractor Responsibilities

A Disadvantaged Business Enterprise (DBE) means a small business concern which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals. One or more of the socially and economically disadvantaged individuals who own it must control the management and daily business operations.

Contractor and any subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. Contractor and any subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform work under this contract.

Contractor is required to document their good faith activities in its efforts to involve DBE's in this project. If Contractor fails to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, MST may declare the Contractor non-compliant and in breach of contract.

5. A draft contract, which, once executed, becomes an agreement between Contractor selected and Monterey-Salinas Transit is provided at the end of this RFQ.
6. MST shall, not, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

CRITERIA FOR AWARD OF CONTRACT:

In selecting a contractor, MST will consider the following factors:

1. Qualifications of firm
1. Quality of work/ Previous experience
2. Price/Cost
3. References
4. DBE/MBE/WBE qualifications

The contractor providing the best value, not necessarily the lowest price quote will be selected by MST.

The enclosed evaluation criteria form will be used to select the contractor for this project. If there is a tie in the final score additional interviews may occur to determine the prevailing contractor that best suits MST needs. See evaluation criteria form below:

For further information, direct all questions to samorim@mst.org or by phone at 831-264-5884.

EVALUATION CRITERIA PROPOSERS RESPONSE

For
RFQ No 19-06

ELECTRICAL REPAIR SERVICE

Proposer Name : _____

Evaluation Date : _____

CRITERIA	WEIGHT	SCORE	COMMENTS/REASONS
QUALIFICATIONS OF FIRM (a) General experience (b) Resources available to perform the services	30		
QUALITY OF WORK/PREVIOUS EXPERIENCE (a) General experience (b) Prior history of satisfactory service to other clients. (c) Availability for completion of scope of work/services	30		
PRICE/COST	30		
REFERENCES	5		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PARTICIPATION AS DESCRIBED IN THE RFQ	5		
TOTAL EVALUATION RANKING SCORE:			

Notes: _____

Evaluator Signature _____

Date _____

**REQUEST FOR QUOTATION # 19-06
ELECTRICAL REPAIR SERVICES**

QUOTATION FORM

Name of Firm: _____

Address: _____

Name/Title of individual providing price quotation:

Telephone: _____

Cell Number: _____

FAX Numbers: _____

Contractor license number: _____

PRICE/COST QUOTATION

Normal cost per hour for electrical services: \$ _____

Contractors' normal work hours are: _____ AM to _____ PM

Cost per hour for:

a. Work after 5 p.m. (Monday - Friday) \$ _____

b. Work on Saturday/Sunday \$ _____

c. Work on holiday \$ _____

d. Emergency one hour or less response time \$ _____

At what point does hourly rate start and end:

1.) Upon arrival/leaving at job site? Yes _____ No _____

2.) Upon leaving/arriving contractors' yard Yes _____ No _____

3.) Other, please describe _____

4.) Is a mileage fee charged? Yes _____ No _____

5.) If yes, what is the cost per mile? \$ _____

6.) Is there a minimum charge for service calls?

7.) If so, list the amount? \$ _____

8.) Please provide and itemize any additional costs that were not addressed in the space below:

DRAFT CONTRACT

Following is a draft contract, which, once executed, becomes an agreement between Contractor selected and Monterey-Salinas Transit.

This sample serves as a draft document and basis for finalizing agreements between the two parties.

DRAFT CONTRACT FOR REQUEST FOR QUOTATION # 19-06 ELECTRICAL REPAIR SERVICES

THIS CONTRACT is made by and between Monterey-Salinas Transit; a joint powers agency hereinafter called "MST", and (Name of Contractor), herein after called "CONTRACTOR". For reference purposes, the effective date of this Contract is on date of executed Contract.

MST has caused specifications, and other contract documents, hereinafter referred to as "Scope of Work", to be prepared for certain work on the referenced project; and this will include, the RFQ # 19-06 and its salient sections as listed below:

1. SCOPE OF WORK

THE PARTIES AGREE AS FOLLOWS:

Contractor shall furnish MST all materials and services in full accordance with Request for Proposal Quotation No. 19-06 prepared and issued by MST entitled **REQUEST FOR QUOTATION # 19-06 for ELECTRICAL REPAIR SERVICES**

(IN THIS SECTION OF THE CONTRACT, ANY ADDITIONAL HIGHLIGHTS, DETAILS, OR NEGOTIATED CHANGES SHALL BE CALLED OUT.)

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with MST, and is incorporated into and made a part of this Contract by reference:

- A. This Contract
- B. Request for Proposal Quotation No. 19-06 and all Addenda
- C. Submitted Fee Schedule

3. PERIOD OF PERFORMANCE

Services under this Contract shall commence November 10, 2018, and continue through October 9, 2018. There are four (4) one year contract options years that can be exercised by MST.

4. CONTRACT PRICE

MST agrees to pay the Contractor rates in accordance with their submitted Fee Schedule (ranging between _____ and _____ per hour), with a not-to-exceed (NTE) contract budgeted amount of _____, for services performed in accordance with this Contract. MST and the Contractor must mutually agree upon any adjustments in payment.

5. INVOICES

5.1 PAYMENT PROCEDURES: All payments to Contractor for services rendered shall be paid in arrears, after the service has been provided. Contractor shall invoice MST upon completion of each of the three milestones as listed in Exhibit four (4). MST shall reimburse Contractor within fourteen (14) calendar days of receipt of all Contractor invoices. The submission of incomplete or inaccurate invoices by Contractor may delay payments to Contractor. Acceptance of invoice(s) is within MST sole discretion.

5.1.1 In the event MST disputes any amount on Contractor's invoice, MST shall provide written notice of the disputed amount and shall with hold the amount from the payment of the invoice but shall pay the undisputed amount on a timely basis. MST and Contractor shall then meet to resolve any disputed amounts.

5.2 Invoices shall be mailed to the appropriate transit agency:

5.2.1 Monterey-Salinas Transit
One Ryan Ranch Road
Monterey, CA 93940-5795
ATTN: Account Payable

5.2.2 MST shall mail payments to:

Contractor
Street Address
City, State, Zip
ATTN: Accounts Receivable

6. COST REPORTING

The Contractor shall notify MST's Project in writing whenever it has reason to believe that the total allocable costs have reached 75% of the total contract budgeted amount. Additionally, the Contractor shall notify MST immediately if the projected costs of performance of additional requested tasks would cause the budgeted contract amount to be exceeded. The Contractor is not authorized to exceed the budgeted contract amount unless or until a contract modification has been issued, which increases the price.

7. NOTICE

Any notice or correspondence required or permitted to be given under this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof. In the case of the Contractor, at Name, Street address, City, State, Zip. In the case of MST, at One Ryan Ranch Road, Monterey CA 93940, or any other address which either party may subsequently designate in writing to the other party.

8. INSURANCE

8.1 General:

Contractor, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects MST and any insurance or self-insurance maintained by MST shall be excess of Contractor's insurance coverage and shall not contribute to it.

8.2 Types of Insurance and Minimum Limits

Contractor shall obtain and maintain during the term of this Contract:

(a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's or subcontractors having no employees) with limits of not less than one million dollars (\$1,000,000) per occurrence.

(b) Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Commercial Automobile, Liability Insurance in the minimum amount of one million

dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

(c) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit, including bodily injury, personal injury, and property damage.

8.3 Other Insurance Provisions

- (a) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by MST.
- (b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for five (5) years after expiration of the term (and any extensions) of this Contract.
- (c) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: "MST is hereby added as an additional insured as respects the operations of the named insured."
- (d) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled until thirty (30) days after MST shall have been given written notice of such cancellation or reduction."
- (e) Contractor shall notify MST in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (f) Contractor agrees to provide MST at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (g) If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT, the same shall be deemed a material breach of contract. MST, at its sole option, may terminate this CONTRACT and obtain damages from the Contractor resulting from said breach. Alternatively, MST may purchase such required insurance coverage, and without further

notice to Contractor, MST may deduct the cost therefore from Contractor's invoices charges for services rendered.

9. INDEMNIFICATION

Contractor hereby agrees to indemnify, defend, and hold MST and its officers, agents, employees and assigns harmless from any liability, whether arising during or after completion of work hereunder, or in any manner directly caused, occasioned, or claimed to be caused, in whole or in part, by reason of any act or omission related of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with the performance of this Contract.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

10. NON-DISCRIMINATION ASSURANCE

Contractor shall not discriminate on the basis of race, creed, color, national origin, gender, or sexual orientation or in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as MST deems appropriate. Contractor shall obtain the same assurances from its joint venture partners, and sub Contractors by including this assurance in all subcontracts entered into under this Contract.

11. GOVERNING LAW

This Contract shall be in accordance with the laws of the State of California. Parties further stipulate that this Contract was entered into in the State of California and the state is the only appropriate forum for any litigation as a result of breach of contract. Venue shall be within County of Monterey, California.

12. TERMINATION

This contract may be terminated for a number of reasons as discussed below:

- 12.1 Termination for Convenience. MST may terminate this contract, in whole or in part, at any time by written notice to Contractor when it is in MST's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MST.

- 12.2 Termination for Default, Breach or Cause. If the Contractor does not deliver supplies, materials or services in accordance with the scope of work, or if the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, MST may terminate this contract for default. Termination shall be effected by serving a notice of termination to the Contractor setting forth the manner in which the Contractor is in default.

The Contractor will only be paid the contract price for supplies, materials and services delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by MST that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the Contractor, MST, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or may treat the termination as a termination for convenience.

If the termination is for default, MST may fix the fee to be paid the Contractor in proportion to the value of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MST and the parties shall negotiate the termination settlement to be paid the Contractor.

- 12.3 Opportunity to Cure. MST, shall, in the case of a termination for breach or default, allow the Contractor up to five (5) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to furnish or remedy to MST's satisfaction, the breach or default or any of the terms or conditions of this Contract within five (5) calendar days after receipt by Contractor or written notice from MST setting forth the nature of said breach or default, MST shall have the right to terminate the Contract without any further obligation to Contractor.

Any such termination for default shall not in any way preclude MST from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 12.4 Waiver of Remedies for any Breach. In the event that MST elects to waive its remedies for any breach by Contractor of any term or condition of this Contract; such waiver by MST shall not limit MST's remedies for any succeeding breach of that or of any other terms or conditions of this Contract.

Upon receipt of any notice from MST to cancel and/or terminate work under this contract, the Contractor shall:

Immediately discontinue all services affected, unless the notice directs otherwise.

If the termination is for the convenience of MST, MST will make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, MST may complete the work required by the contract or otherwise arrange for its completion and the Contractor shall be liable for any reasonable additional cost incurred by MST.

13. DISPUTE RESOLUTION

Disputes arising in the performance of this contract, which are not resolved by agreement of the parties, shall be decided in writing by the MST General Manager/CEO. This decision shall be final and conclusive unless within fourteen (14) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the MST General Manager/CEO.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard by the MST Board of Directors and to offer evidence in support of its position. The decision of the MST Board of Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

14. LITIGATION

In the event of any dispute that results in litigation or arbitration arising from or related to the services provided under this Contract, the prevailing party will be entitled to recovery of all reasonable costs incurred, including that party's time, court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

Unless otherwise directed by MST, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

15. SIGNATURE AUTHORITY:

Contractor name by signing represents that he has the authority to bind contractor to the terms and conditions of this contract.

16. AUTHENTICATION:

IN WITNESS WHEREOF, the parties have duly executed two (2) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

MONTEREY-SALINAS TRANSIT

CONTRACTOR

By: _____

By: _____

Carl Sedoryk
General Manager/CEO

NAME
TITLE

Date: _____

Date: _____